

*page missing*

SECOND AMENDMENT TO  
APPLICATION FOR AUTHORIZATION AND  
APPROVAL OF A PROJECT UNDER  
MASSACHUSETTS G.L. CH. 121A, AS AMENDED  
AND CH. 652 OF THE ACTS OF 1960 AS AMENDED

TO THE BOSTON REDEVELOPMENT AUTHORITY:

The Trustees of Church Realty Trust, so-called, applied for authorization and approval of a project to be known as Church Center Development, under date of May 10, 1966. This Application was approved by the Authority, after a public hearing, on June 2, 1966 and by the Mayor of Boston on August 16, 1966. A first amendment of said Application was approved by the Authority on January 19, 1967 and by the Mayor on February 1, 1967. Said Trustees hereby apply for approval of a second amendment to their Application to alter the shape of the Sunday School Building (without changing its function or location), obtain certain Zoning and Building Code variations, and set forth in more detail the proposed agreements with the City respecting the carrying out of the Project and payment of sums in addition to excise, and the proposed agreement with the Authority as required under Sec. 18C of Ch. 121A. These are more fully hereinafter described.

Whereupon the Applicants hereby propose to amend the Application (as previously amended) as follows:

1. By deleting the first five lines of Section 3 on page 2 of the Application as amended, reading:

"3. The Project Area is shown on the Plan entitled 'Boundary and Street Change Survey, Church Center Development' by I. M. Pei & Associates, Architects, dated November 12, 1966, marked Exhibit B-1, filed herewith, and includes"

and substituting therefor the following:

"3. The Project Area is shown on the Plan entitled 'Boundary and Street Change Survey, Church Center Development' by I. M. Pei & Associates, Architects, dated June 15, 1967, marked Exhibit B-1, filed herewith, and includes".

2. By substituting for Exhibit C, entitled "Statement of all Permissions which will be required for the Project to Deviate from Codes, etc.", a new Exhibit C dated June 15, 1967, with the same title. A copy of the new Exhibit C with supporting evidence is attached.

3. By substituting for Exhibit E of the original Application entitled "Statement of Amounts to be paid to the City of Boston in Addition to the Excise Payable to the Commonwealth under Massachusetts G.L.Ch. 121A, Section 10", a new Exhibit E with the same title dated June 15, 1967.

4. By substituting for Exhibit F of the original Application a new Exhibit F dated June 15, 1967 which is a draft of proposed contract with the City required by Sec. 6A of Ch. 121A.

5. By substituting for Exhibit G of the original Application a new Exhibit G dated June 15, 1967 which is a draft of proposed contract with the Authority required by Sec. 18C of Ch. 121A as amended.

6. By substituting for Exhibit H entitled "Site and Circulation Plan, Church Center Development" prepared by I. M. Pei & Associates, Architects, dated November 12, 1966, filed with the First Amendment to the original Application, a revised Exhibit H by the same Architects with the same title, dated June 15, 1967, copy of which is attached.

7. By substituting for Exhibit I entitled "Church Center Development, List of Drawings", dated November 12, 1966, an amended Exhibit I dated June 15, 1967, a copy of which is attached hereto, and by sub-

stituting four new drawings relating to the Sunday School each dated May 10, 1967, as listed on Exhibit I, superseding Sunday School Elevation and Floor Plan drawings of previous date.

Copies of each of the new or amended documents introduced by this application are attached hereto and made a part hereof by reference.

Dated at Boston this 15th day of June, 1967.

TRUSTEES OF CHURCH REALTY TRUST

By: \_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS)  
                                     ) SS  
COUNTY OF SUFFOLK            )

At Boston in said County on the     day of June, 1967,  
personally appeared the above-named Roy Garrett Watson, Lincoln  
Alvord and George H. G. Caulton, Trustees as aforesaid, who being  
duly sworn made oath that to the best of their knowledge and  
belief the statements contained in the foregoing Second Amendment  
to the Application and the Exhibits included therein are true,  
before me.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

EXHIBIT C  
CHURCH CENTER DEVELOPMENT  
STATEMENT OF ALL PERMISSIONS WHICH WILL BE REQUIRED  
FOR THE PROJECT TO DEVIATE FROM CODES, ETC.

June 15, 1967

1. BOSTON ZONING CODE

Administration Building

Waiver of the minimum setback of parapet distance from lot line as set forth in Article 21, Section 21-1, and specified in Table "B" of Section 13-1, requiring 27'-7-1/8" to permit 15'-2-3/4".

This is the only variance from the Zoning Code known to the Applicant at time of submission.

2. BOSTON BUILDING CODE

Administration Building

1. Waiver of the respective portions of Section 2629 entitled "Allowable Unit Stresses in Concrete" to permit 1963 edition of the A.C.I. Code allowable unit stresses in concrete and the use of A.S.T.M. A-432 reinforcing bars.  
(See attached letter dated May 8, 1967 from Weiskopf & Pickworth, Consulting Structural Engineers to I. M. Pei & Partners, Architects, to Araldo Cossutta, Partner-In-Charge, I.M.Pei & Partners, Architects.)
2. Waiver of the respective portion of Section 2312 entitled "Wind Loads" to permit a maximum wind load of 30 pounds per square foot.  
(See attached letter dated May 8, 1967 from Weiskopf & Pickworth).
3. Waiver of the respective portion of Section 807 entitled "Fire Extinguishing Apparatus, Para. 'e'", requiring a maximum of 50 feet of first aid fire hose at each station to permit a maximum of 100 feet.  
(See attached letter dated June 7, 1967 from Syska & Hennessy, Consulting Mechanical Engineers to I.M.Pei & Partners, Architects).
4. Waiver of the respective portions of Sections 1805(d) and 1808, entitled "Interior Stairways," requiring fire exit stairs to exit directly to the exterior to permit one of the two fire exit stairs to exit through the Lobby.  
(See attached statement by Mr. Araldo Cossutta, Partner-In-Charge, I.M.Pei & Partners, Architects.)

These are the only variances from the Boston Building Code known to the Applicant at time of submission.

Garage

Waiver of the respective portions of Section 2629 entitled "Allowable Unit Stresses in Concrete" to permit 1963 edition of the A.C.I. Code allowable unit stresses in concrete and the use of A.S.T.M. A-432 reinforcing bars.

(See attached letter dated May 8, 1967 from Weiskopf & Pickworth).

This is the only variance from the Boston Building Code known to the Applicant at time of submission.

Sunday School

Waiver of the respective portions of Section 2629 entitled "Allowable Unit Stresses in Concrete" to permit 1963 edition of the A.C.I. Code allowable unit stresses in concrete and the use of A.S.T.M. A-432 reinforcing bars.

(See attached letter dated May 8, 1967 from Weiskopf & Pickworth).

This is the only variance from the Boston Building Code known to the Applicant at time of submission.

Colonnade

Waiver of the respective portions of Section 2629 entitled "Allowable Unit Stresses in Concrete" to permit 1963 edition of the A.C.I. Code allowable unit stresses in concrete and the use of A.S.T.M. A-432 reinforcing bars.

(See attached letter dated May 8, 1967 from Weiskopf & Pickworth).

This is the only variance from the Boston Building Code known to the Applicant at time of submission.

MAY 10 1967

COPY TO Arvid Klein

Weiskopf & Pickworth

Consulting Engineers

230 Park Avenue

New York, New York 10017

212 686-5780

SO/

May 8, 1967

Re: Church Center Development  
Boston, Massachusetts  
Building Code Variances

I.M. Pei & Partners, Architects  
600 Madison Avenue  
New York, New York 10022

Attention: Mr. Araldo Cossutta

Gentlemen:

Upon reviewing the structural design criteria contained in the Boston Building Code, we find two sections which have a vital effect on the design of the above project. These are Section 2629, entitled "Allowable Unit Stresses in Concrete" and Section 2312 "Wind Loads". We recommend the variance of these two sections in the Building Code be requested for the reasons outlined below:

**1. Concrete Design**

The 1963 edition of the ACI Code embodies the best engineering judgments on the design of reinforced concrete. It is a standard accepted and used throughout the country. The provisions of this Code, together with the use of A.S.T.M. A-432, Reinforcing Bars, have been employed successfully in thousands of projects. The present Building Code in the City of Boston does not yet recognize this standard. It is not possible to build a reinforced concrete structure incorporating the most advanced office building concepts of design and engineering under the provisions of the present Building Code.

**2. Wind Loads**

After studying this site and the geographic area in general, we propose utilizing a maximum wind load of 30#/sq. ft. We propose this in due consideration of accepted engineering practice and in full cognizance of the safety and design behavior of the building in question. To our knowledge, the wind design requirements of the Boston City Code are the most severe in this country. They are two and a half times higher than presently required in New York City. A Table of comparative wind forces is listed below.

**Weiskopp & Pickworth**

May 8, 1967

**Re: Church Center Development  
Boston, Massachusetts  
Building Code Variances**

Wind Load Comparison Table  
lbs. per sq. foot

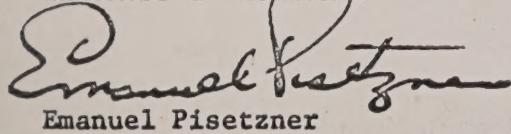
<u>Height</u>	<u>Present N.Y.C.</u>	<u>Proposed N.Y.C.</u>	<u>Chicago</u>	<u>Boston</u>	<u>Our Design</u>
0-25'	0	20	20	20	20
25-50'	0	20	20	25	25
50-100'	0	20	20	30	30
100-150'	20	25	20	35	30
150-300'	20	25	20	45	30
300-400'	20	30	22.5	45	30
400-500'	20	30	25	45	-

Our engineering judgment as to the proper criteria for the design of this building would follow the present code in its incremental growth but limit the maximum force on this building to 30 lbs. per sq. ft. As you can judge from the comparative table, this value is very conservative in view of the total experience in high rise construction. To require a higher value imposes an unjust and unnecessary financial penalty on the owner.

We feel these variances to be fully in accord with the spirit and intent of the present code and that their adoption would in no way compromise the structural integrity and proper engineering criteria required for our project.

Very truly yours,

WEISKOPF & PICKWORTH

  
Emanuel Pisetzner

Emanuel Pisetzner

S Y S K A & H E N N E S S Y, I N C.

JUN 8 1967

COPY TO John J. Hennessy

144 EAST 39TH STREET • NEW YORK, N.Y. 10016

June 7, 1967

I. M. Pei & Partners  
600 Madison Avenue  
New York New York 10022

Attn: Mr. Araldo Cossutta

Re: Christian Science Adminstrative Building

Gentlemen:

In view of the unusual layout of this building wherein there are no interior columns, which does not allow the placing of Fire Standpipe risers and hose stations except at the ends, it is impossible to comply with the Boston Code requirements of a maximum length of 50 ft. first aid fire hose at each station.

Therefore, we suggest that a request be made for a variance allowing the use of 100 ft. of hose rather than 50 ft. of hose.

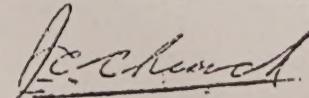
This request is made only because of the conditions of the building which make impractical the installation of a riser and hose station in the middle of the building.

This request is within the requirements of good practice. Most Building Codes in the country allow the use of greater than 50 ft. lengths of hose.

Following are some examples of Codes allowing a greater length of hose at a hose station:

New York City, New York	125 ft.
Baltimore, Maryland	125 ft.
Springfield, Massachusetts	100 ft.
Cincinnati, Ohio	100 ft.
Detroit, Michigan	100 ft.
State of North Carolina	100 ft.
State of Ohio	100 ft.
Pittsburgh, Pennsylvania	100 ft.
Providence, Rhode Island	100 ft.

Yours very truly,

  
W. C. Church

JCC:md

I.M. PEI & PARTNERS Architects

Araldo A. Cossutta AIA  
Partner

STATEMENT BY ARALDO COSSUTTA  
PARTNER-IN-CHARGE

In full knowledge and respect for the health, welfare and safety of the occupants of the Church Center Development, The First Church of Christ, Scientist, Boston, Massachusetts, Administration Building, we respectfully request the waiver of the respective portions of Sections 1805(d) and 1808, entitled "Interior Stairways," requiring fire exit stairs to exit directly to the exterior to permit one of the two fire exit stairs to exit through the Lobby.

We request this in view of the following considerations:

1. One of the two required exit stairs does exit to the exterior.
2. The B.O.C.A. (Building Officials Conference of America) Basic Building Code, current edition, Section 613.1, permits exiting of stairs through a Lobby.
3. The National Building Code, current edition, Section 604.1 permits exiting of stairs at street level providing the means of egress to the street is clear.
4. Clear means of egress is provided by a high, open, well illuminated Lobby constructed in its entirety of incombustible materials, provided with two remote 42" exit doors.

June 15, 1967

EXHIBIT E

Statement of Amounts to be paid to the City of Boston  
In addition to the excise payable to the Commonwealth  
under Mass. G. L. Chapter 121A, Section 10

I

Except as otherwise provided in this Exhibit E, the Trustees will pay to the City of Boston in each of the forty calendar years next following the calendar year in which the Application to which this Exhibit is attached is approved, the respective amounts, if any, by which the applicable amount hereinafter set forth exceeds the excise prescribed for such calendar year by Section 10 of Chapter 121A of the General Laws as now existing:

A. In each such calendar year prior to the calendar year in which construction commences, as set forth in Paragraph B below, the sum of One Hundred Forty-Eight Thousand Dollars (\$148,000).

B. In the calendar year in which construction commences, and in the first, second, and third calendar years after such calendar year, the following amounts:

1. In the calendar year in which construction commences, One Hundred Forty-Eight Thousand Dollars (\$148,000);

2. In the first year after the year construction commences, One Hundred Fifty-Five Thousand Five Hundred Dollars (\$155,500);

3. In the second year after the year construction commences, One Hundred Sixty-Three Thousand Dollars (\$163,000); and

4. In the third year after the year construction commences, One Hundred Seventy Five Hundred Dollars (\$170,500).

Construction shall be deemed to commence for the purpose of this Exhibit E when the pouring of any permanent foundation begins. If, before the end of the third calendar year aforesaid (determined in accordance with this paragraph), construction is interrupted and ceases for more than one hundred eighty consecutive calendar days due to a cause not reasonably within the Trustees' control (excluding damage or destruction limiting payments as provided in Section II), the calendar year in which the work stoppage commences (hereinafter called the "stoppage year") shall be deemed to continue until construction work resumes and a period of time elapses after such resumption equal to the period of time between the commencement of the work stoppage and the termination of the calendar year in which such stoppage began (the actual calendar year in the case of the first work stoppage and the calendar year as determined in accordance with this paragraph in the case of a subsequent work stoppage); and the amount payable in such year shall, instead of the amount specified above in this paragraph to be paid in such year, be a sum equal to one-twelfth of said amount multiplied by the number of months and any fraction of a month in such year as modified by this paragraph. The calendar year next after the calendar year in which such stoppage commences shall be deemed to begin with the end of the stoppage year (determined in accordance with this paragraph) and, unless it in turn is affected by the preceding provision of this paragraph because of another work stoppage beginning in it, to terminate with the first annual anniversary of such end; and a like annual period shall be deemed to constitute each calendar year thereafter not so affected to and including the third calendar year after the calendar year in which construction commences. But in any event, the period of time between the end of the third calendar year (as modified by this paragraph) after the calendar year in which construction commences and the first December 31 thereafter

shall be deemed to be the fourth calendar year after the calendar year in which construction commences. The amount payable hereunder for such fourth calendar "year" shall be one-twelfth (1/12th) of the amount provided therefor in the next paragraph hereof multiplied by the number of months and any fraction of a month in such fourth year.

C. In the fourth calendar year after the calendar year in which construction commences as set forth in Paragraph B above, and in each subsequent calendar year commencing within the forty calendar years first above-mentioned:

1. The sum of One Hundred Sixty-Eight Thousand Three Hundred Eighty-Four Dollars (\$168,384) and in addition thereto a sum equal to twenty per cent (20%) of the gross income attributable to the commercial use of the underground garage constituting part of the Project computed in the same manner as prescribed hereinafter in Paragraph 3b;

or, if greater:

2. The amount by which twenty per cent (20%) of the gross income of the Project (as hereinafter defined in this paragraph) exceeds the excise prescribed for such calendar year by Section 10 of Chapter 121A of the General Laws as now existing, but in no event more in any such calendar year than an amount equal to the taxes which would have been assessed for such calendar year upon the real estate included in the Project and the tangible personal property of the Trustees used in connection with the operation, maintenance or management of the Project if such real estate and tangible personal property had not been exempt from taxation. Any payments which may become due on

account of the provisions of this Section C for any calendar year shall be paid to the City on or before April 1 of the year next following such calendar year. The phrase "gross income of the Project", as used in this Exhibit E, shall be deemed to mean the aggregate of the following:

- a. The gross rentals, if any, received by the Trustees from the Project exclusive of any and all payments received by the Trustees (even though designated as "additional rent") to reimburse the Trustees for (1) any services rendered, any expense incurred, and any payments made, for or on behalf of a tenant for which a separate charge is made, and (2) any expenses incurred by the Applicant in connection with any default of a tenant;
- b. The gross income attributable to the commercial use of the underground garage constituting part of the Project during such calendar year. As used in this Paragraph b and in Paragraph C2 above the term "commercial use" shall be construed to mean only paid use by others than officers, agents and employees of the Christian Science Church and its allied or integrated activities and trusts, and gross income "attributable to" commercial use shall be deemed to be the actual receipts or, whenever greater, the gross income which would be realized from charging for commercial use at a rate determined as follows:

Annually, prior to November first, the Trustees shall notify the City's Commissioner of Assessing (which term, as used herein, shall be construed to include his successor in function) of the rates for parking during the following calendar year which they deem to approximate those charged by non-tax-exempt enterprises or entities for similar parking facilities within a radius of one-half mile. If said Commissioner does not deem such rate to approximate those charged as aforesaid, he shall, within fifteen (15) days after receipt of such notice, so advise said Trustees and refer the matter to a committee consisting of said Commissioner, the City's Commissioner of Traffic and Parking and the City's Commissioner of Real Property or their respective successors in function, which shall, by a majority vote, in a reasonable exercise of discretion, finally decide what rate approximates those charged as aforesaid and on or before December 15 in such year notify the Trustees in writing thereof and of the reason for its decision. In the absence of such notification to the Trustees both by the Commissioner and the aforesaid committee, the rates submitted by the Trustees prior to November 1 in accordance with the above provisions shall be deemed to approximate those charged by non-tax-exempt enterprises or entities for similar parking facilities within a radius of one-half mile. The rate determined as herein provided shall not affect the actual rate chargeable by Trustees for use of the parking facilities.

c. A sum computed at the rate of 50¢ per month for each square foot of net rentable space (as herein-after defined) in the Administration Building constituting part of the Project.

d. A sum computed at the rate of 25¢ per month for each square foot of net rentable space (as herein-after defined) in the Colonnade Building constituting

part of the Project.

(N.B. - No sum is included for the Sunday School Building constituting part of the Project.)

As used in this Section C "net rentable space" shall refer only to space occupied by the Trustees and their beneficiary and its allied and integrated activities and trusts, and shall mean all floor space so occupied computed by using the measurements of the inside of the exterior walls of the space occupied excepting the area of all spaces and their enclosing walls used or designed for use in the operation of the building. Without limiting the generality of the foregoing exception, it is intended to except from computation of "net rentable space" the area of all void spaces, toilet rooms, janitor closets, stairs, escalators, elevator shafts and lobbies, storage spaces within the elevator shaft, mechanical equipment rooms, electrical closets, dumbwaiters, vertical ducts, pipe shafts, flues and stacks, corridors, and in the Colonnade Building, maintenance shops and related service and storage space (such as loading deck and basement), and, in the Administration Building, ground floor reception and public area. Net rentable space shall not include space not used for any purpose or space occupied by the Christian Science Church for such usually tax-exempt charitable and religious uses as religious services and meetings, Sunday School, Christian Science Reading Room, religious literature activities, religious program production, and space occupied for the purpose of administration of the Christian Science Church and its charitable institutions.

II

In no event shall Trustees pay

(a) in any calendar year after the third calendar year following the calendar year in which construction commences (determined in accordance with Section I, Paragraph B, above) or

(b) in any calendar year following the calendar year in which the building units in the Project Area are damaged or destroyed to the extent of fifty per cent (50%) or more of the then value of all the building units in the Project Area by casualty (excluding fire and other risks to the extent that such other risks are covered by insurance),

more than an amount equal to the taxes which would have been assessed in such year upon the real estate included in the Project Area and the tangible personal property of the Trustees used in connection with the operation, maintenance or management of the Project if such real estate and tangible personal property had not been exempt from property taxes under G.L.

Ch. 121A.

III

Notwithstanding the foregoing provisions: (a) any payments due by the Trustees with respect to any calendar year pursuant to the provisions of Section 15 of said Chapter 121A, as now or hereafter in effect, shall reduce the payments due with respect to such calendar year by the Trustees pursuant to the provisions of this Exhibit E, but shall not reduce the payments prescribed by Section 10 of said Chapter 121A as now in effect; and (b) if the Trustees, notwithstanding the provisions of the contract to which this Exhibit E is attached, shall in any year pay to the Commonwealth of Massachusetts or any political subdivision thereof any excise or tax measured by Trustees' income from or investment in the Project additional to the excise provided for by Section 10 of said Chapter 121A, as now in effect, and the payment provided for by Section 15 of said Chapter 121A as now in effect, the applicable amounts stated in or computed

in accordance with the preceding paragraphs of this Exhibit E shall be reduced by the amount of such additional excise or tax. Any overpayment applicable to one calendar year shall, at the election of the Trustees, be either refunded or applied by the City to reduce the payment due in the next calendar year.

June 15, 1967

EXHIBIT F

THIS CONTRACT made this \_\_\_\_\_ day of \_\_\_\_\_, 1967 under Sections 6A and 14 of Chapter 121A of the General Laws of the Commonwealth of Massachusetts by and between ROY GARRETT WATSON, LINCOLN ALVORD and GEORGE H. G. CAULTON, TRUSTEES OF CHURCH REALTY TRUST under a Deed of Trust dated May 2, 1946 duly recorded with Suffolk Deeds, Book 6223, Page 545 ("Trustees") and CITY OF BOSTON, a municipal corporation of the Commonwealth of Massachusetts (the "City"),

W I T N E S S E T H T H A T:

WHEREAS, Trustees filed with Boston Redevelopment Authority (the "Authority") an Application dated May 10, 1966, for approval of a redevelopment project under the provisions of said Chapter 121A of the General Laws and Chapter 652 of the Acts of 1960, as amended, with which Application a copy of this contract as then proposed was filed as an addendum; and

WHEREAS, Trustees subsequently filed a First Amendment to said Application, dated January 5, 1967, and a Second Amendment dated June 15, 1967 to which a copy of this proposed contract was attached; and

WHEREAS, the Authority has approved the Project proposed in the Application, as amended, and the Mayor's approval of such Authority vote has been given, and such approval has become final and binding pursuant to the provisions of said Chapter 652 and no appeal from such action has been duly filed;

NOW THEREFORE:

1. The Trustees hereby AGREE with the City as follows:

A. To carry out the Project by financing, constructing, maintaining and managing or arranging for the

management of the same in accordance with the Application, the provisions of said Chapter 121A of the General Laws as now in effect and of Chapter 652 of the Acts of 1960 as now in effect and the Rules and Regulations setting Minimum Standards for the Financing, Construction, Maintenance, Management and Accounting of the Project as now in effect, and as set forth or referred to in the Authority's approval of the Project, a copy of which Rules and Regulations is attached to this contract.

B. To pay to the City the amounts set forth in Statement of Amounts to be paid to the City of Boston in Addition to the Excise Prescribed by Section 10 of Chapter 121A, attached hereto.

2. The obligations of the Trustees under this contract are conditioned in all respects upon: (a) the issuance to it of all permissions, variances, permits and licenses which may be required with respect to the construction, maintenance and management of the Project, whether or not the same were specified in the Application; (b) the discontinuance by the Public Improvement Commission of Falmouth Street and those portions of Dalton, Clearway, Blevidere and Norway Streets which lie within the Project Area as described in the Application, as amended, and the Trustees' acquisition by deed from the City of any interest in said streets and portions of streets which City may own if such discontinuance and acquisition shall not have been completed prior to execution hereof; (c) the relocation of public and private utilities now crossing the Project Area (sewer, water, electricity, telephone, steam and gas), provided however that if, because of Trustees' construction plans, it becomes necessary to reconstruct and/or relocate the interceptor sewer

lying beneath Falmouth Street and a portion of Dalton Street, Trustees will bear the cost of such reconstruction and relocation in accordance with usual City standards for similar public sewers, and provided further that, the sewer line currently traversing the Project Area beneath Norway Street and a portion of Dalton Street shall be relocated outside the Project Area without cost to Trustees; and (d) the City assessors shall determine pursuant to and for the purposes of G.L. Ch. 121A, Sec. 10 the maximum fair cash value of the proposed Project on the basis of the plans for said Project.

However, the Trustees shall not be liable in any way for delays which may occur in the construction, repair and maintenance of the Project, or otherwise, by reason of scarcity of materials or labor, labor difficulties, damage by fire or other casualty or any other cause beyond the Trustees' reasonable control.

The Trustees agree to use due diligence to secure all such permissions, variances, permits and licenses with respect to which they are the proper applicants or petitioners, and to make reasonable effort to overcome all such delays.

3. The City AGREES with the Trustees to perform or cause to be performed the various items of work listed in the Schedule attached hereto without cost or expense to the Trustees. The City shall not be held in any way liable for delays which may occur in the performance of such work by reason of scarcity of materials or labor, labor difficulties, damage by casualty or any other cause beyond the City's reasonable control. The City agrees to use due diligence to perform all said items or to cause them to be performed and to overcome all such delays.

4. The Trustees and the City AGREE with each other that, without mutual consent, any amendment subsequent to the delivery of this contract,

of any of the provisions of said Chapter 121A of the General Laws and Chapter 652 of the Acts of 1960 or of the amendments thereto or of the Rules, Regulations and Standards now applicable to the Project shall not affect the Project.

5. The Trustees execute this agreement solely in a representative capacity and shall in no event be personally liable hereunder.

6. Except as stated above in Paragraph 5, the provisions of this contract shall be binding upon and inure to the benefit of the parties thereto and their respective successors and assigns.

EXECUTED as a sealed instrument the day and year first above written.

TRUSTEES OF CHURCH REALTY TRUST

---

---

---

CITY OF BOSTON

By: \_\_\_\_\_  
Mayor

STATEMENT OF UNDERTAKINGS BY CITY

1. If the Public Improvement Commission of the City of Boston shall enter an Order widening Belvidere Street from Dalton Street to Huntington Avenue adjoining the Project Area substantially as shown on Exhibit B-1 (dated June 15, 1967) of Trustees' Application for approval of its Project, as amended, the City shall construct in accordance with usual city standards for public streets said portion of Belvidere Street as so widened.
2. The City shall within three (3) months after notice given by the Trustees to the Commissioner of Public Works, on or before completion of the Project, or as soon after the expiration of such three (3) months as weather permits, resurface Dalton Street (including the sidewalks) immediately adjacent to the Project Area from Belvidere Street to the realigned section of Clearway Street as widened, relocated and extended by order of the Public Improvement Commission dated January 17, 1967 and as shown on Widening and Relocation Plan, Clearway Street, Boston Proper, January 16, 1967, Frederick L. Garvin, Division Engineer.
3. The City shall from time to time install and maintain such lights and related equipment to control traffic in and out of the Project Area, as its Commissioner of Traffic and Parking (or his successor in function) after consultation with such persons as Trustees may designate, shall determine to be necessary and appropriate.
4. The City shall, from time to time, install and maintain within all streets adjacent to the Project Area, such lighting fixtures, hydrants, traffic signs, parking meters, fire pull boxes, and other necessary street furniture as the Commissioner of Public Works and other Commissioners having jurisdiction shall, after consultation with such persons as Trustees may designate, determine to be necessary to serve the area adequately.

June 15, 1967

EXHIBIT G

THIS CONTRACT made this                  day of                  , 1967, under Section 18C  
of Chapter 121A of the General Laws of the Commonwealth of Massachusetts  
by and between ROY GARRETT WATSON, LINCOLN ALVORD and GEORGE H. G. CAULTON,  
TRUSTEES OF CHURCH REALTY TRUST under a Declaration of Trust dated May 2,  
1946 duly recorded in Suffolk Deeds, Book 6223, Page 545, (the "Trustees")  
and BOSTON REDEVELOPMENT AUTHORITY, a public body corporate and politic  
established under General Laws, Chapter 121, Section 26QQ (the "Authority"),

W I T N E S S E T H   T H A T:

WHEREAS the Trustees have filed with the Authority an Application  
dated May 10, 1966 for approval of a Project under the aforesaid Ch. 121A  
and related statutes (the "Project") with which a copy of this Contract  
as then proposed was filed as an addendum to the Application; and

WHEREAS, Trustees subsequently filed amendments to said Application  
dated January 5, 1967 and June 15, 1967; and

WHEREAS, the Authority and the Mayor have approved the Project as  
proposed in the Application as amended and such approval has become final  
and binding pursuant to the provisions of said Chapter and no appeal from  
such action has been duly filed;

NOW THEREFORE, in consideration of the aforesaid approval of the  
Application and for other valuable consideration, the parties agree as  
follows:

1. That the initial cost of the Project shall be  
financed entirely from funds of The First Church of  
Christ, Scientist, in Boston, Massachusetts, (the "Church")  
beneficiary of the aforementioned trust.

2. That the Trustees will comply with the provisions  
contained in Section 8 of G. L. Ch. 121A as now in effect,

relative to the inspection of buildings and the enforcement of compliance with the financing program and rules and regulations applicable to this Project.

3. That the Trustees will not receive nor accept for themselves or for the beneficiary, the Church, net income from the Project in excess of six per cent (6%) of the amount invested by the Trustees and the Church in such Project for each year in which they own or have owned the Project, except that, if in any year they have so received a sum less than the aforesaid six per cent (6%), they may so receive in any subsequent year or years additional sums not exceeding in the aggregate such deficiency without interest. Nothing in this paragraph shall be applicable to the payment of dividends out of profits from the sale of the capital assets of the Trust.

4. In consideration of exemption from taxation of real and personal property within the Project Area and from betterments and special assessments and from the payment of any tax, excise or assessment to or for the Commonwealth or any of its political subdivisions on account of the Project, the Trustees will pay the excises with respect to this Project which a corporation would be bound to pay under the formulae and provisions set forth in Section 10 of G.L.Ch. 121A as now in effect. In this connection it is agreed that in computing the minimum excise under alternative (b) in the third paragraph of Section 10 of said Chapter 121A, the valuations to be averaged shall be those on the three annual assessment dates next preceding approval of the Project.

5. The obligations of the Trustees are subject to fulfillment of the conditions expressed in paragraph 18 of the Application and also to the execution of a contract between the Trustees and the City of Boston, as required by Sec. 6A of Chapter 121A.

6. The Authority shall, without expense to the Trustees or public assessment against the real or personal property within the Project Area, provide or cause to be provided the street improvements and public utility adjustments contemplated by the Fenway Urban Renewal Plan which affect the Trustees' Project Area, in such a manner as to avoid unreasonably delaying any steps of Trustees' Project construction schedule and to reasonably integrate completion of such improvements and adjustments with completion of Trustees' Project.

7. The Trustees and the Authority agree with each other that, without mutual consent, any amendment subsequent to delivery of this contract, of any of the provisions of said Chapter 121A of the General Laws, Chapter 652 of the Acts of 1960 or Chapter 859 of the Acts of 1965, or of the Rules, Regulations and Standards now applicable to the Project shall not affect the Project.

8. This agreement shall be binding upon the successors and assigns of the parties hereto but shall not create any personal liability on the part of the Trustees who execute this

agreement solely in a representative capacity.

9. The provisions of this contract are severable and if any shall be held invalid or unconstitutional, such invalidity or unconstitutionality shall not be construed to affect the validity or constitutionality of any of the remaining provisions hereof.

EXECUTED as a sealed instrument the day and year first above written.

TRUSTEES OF CHURCH REALTY TRUST

Roy Garrett Watson

Lincoln Alvord

George H. G. Caulton

BOSTON REDEVELOPMENT AUTHORITY

By: \_\_\_\_\_

Approved as to form:

General Counsel  
Boston Redevelopment Authority

EXHIBIT I  
CHURCH CENTER DEVELOPMENT  
LIST OF DRAWINGS

1. Plan at Garage Level, dated November 12, 1966
  2. Colonnade and Sunday School Buildings, Floor Plans, dated November 12, 1966
  3. Colonnade and Sunday School Buildings, Section Elevations, dated November 12, 1966
  4. Administration Building, Floor Plan, dated November 12, 1966
  5. Administration Building, Elevation, dated November 12, 1966
  6. Huntington Avenue Elevation, dated November 12, 1966
- SK-11 Sunday School, revised Balcony Floor Plan,  
dated May 10, 1967
- SK-15 Sunday School, revised Main Floor Plan,  
dated May 10, 1967
- SK-13 Sunday School, revised Ground Floor Plan,  
dated May 10, 1967
- SK-14 Sunday School, revised Elevation and Section,  
dated May 10, 1967

Dated: June 15, 1967

BOSTON REDEVELOPMENT AUTHORITY

SECOND AMENDMENT TO REPORT AND DECISION ADOPTED BY BOSTON REDEVELOPMENT AUTHORITY ON JUNE 2, 1966, ON APPLICATION BY TRUSTEES OF CHURCH REALTY TRUST DATED MAY 10, 1966, FOR A PROJECT TO BE UNDER-TAKEN UNDER CHAPTER 121A OF THE GENERAL LAWS, AS AMENDED, AND CHAPTER 652 OF THE ACTS OF 1960, AS AMENDED.

Paragraph B of the "Report and Decision on Application for Approval of the Christian Science Church 121A Project", adopted by the Authority on June 2, 1966, as amended by the Authority on January 19, 1967, is hereby amended by changing the date of the boundary description map, appearing in the seventh line of the first (unnumbered) paragraph, from "Nov. 12, 1966", to "June 5, 1967".

The paragraph beginning at the bottom of page 8 of the amended Report and Decision and carrying over to page 9 is hereby deleted and the following new paragraph is substituted therefor:

"Exhibit C to the Application sets forth the permissions requested for the Project to deviate from zoning, building, health and fire laws, codes, ordinances and regulations in effect in Boston. For the reasons set forth in the Application and supporting documents, in the evidence presented at the hearings, and in the materials referred to in this Report, the Authority hereby finds that each and every permission requested in said Exhibit C is reasonably necessary for the carrying out of the Project and may be granted without substantially derogating from the intent and purposes of the applicable laws, codes, ordinances and regulations. Those permissions are hereby granted."

All references in the Report and Decision to the application and hearing shall hereinafter respectively be construed to refer to the application as amended by the first and second amendments thereto, and to the hearing as supplemented by the Authority's meetings of January 19, 1967, and June 22, 1967. Except as hereinabove expressly set forth, the Report and Decision is hereby ratified and confirmed.

June 22, 1967

6/22  
6/22

M E M O R A N D U M

TO: Boston Redevelopment Authority

FROM: Edward J. Logue, Development Administrator

SUBJECT: Fenway Urban Renewal Project, Mass. R-115  
Christian Science Church 121A Project  
Request by Church for Amendment to Application

---

The Christian Science Church, through Trustees of Church Realty Trust, has requested a second amendment to its 121A Application which was approved by the Authority in June, 1966. This further amendment is comprised of a series of rather minor technical changes in plans and various exhibits to the Application, together with a request for further deviations from the zoning and building codes. A copy of the amendment, dated June 15, 1967, is attached hereto.

Briefly, the changes are as follows:

1. For aesthetic purposes the design of the new Sunday School Building has been changed to provide for a semi-circular building with the curved facade facing the main Church edifice, in place of the formerly rectangular proposal, in order to achieve a better relationship with Horticultural Hall, the main Church building, and the reflecting pool.

2. The new request for deviations is as follows:

a. The administration building setback from Huntington Avenue is changed from the previously approved 15 feet to 15 feet, 2 3/4 inches (in other words, there is less of a deviation).

b. Additional deviations, all from the Building Code, are requested as follows:

(1) For all four buildings, i.e. administration building, garage, Sunday School and colonnade building, waiver of the relevant portions of Section 2629 of the Boston Building Code to permit allowable unit stresses in concrete as specified in the 1963 edition of the American Concrete Institute ("A.C.I.") Code and the use of A.S.T.M. A-432 Reinforcing Bars.

(2) For administration building, waivers of -

(i) the relevant portions of Section 2312, entitled "Wind Loads", requiring a maximum resistance of forty-five pounds, to permit a maximum wind load of thirty pounds per square foot;

(ii) the relevant portions of Section 807, entitled "Fire Extinguishing Apparatus", Para. (e), establishing a maximum of 50 feet of first aid fire hose at each fire station, to permit the use of hoses of 100 feet; and

(iii) the relevant portions of Sections 1805(d) and 1808, the latter entitled "Interior Stairway," requiring fire exit stairs to exit directly to the exterior, to permit one of the two fire exit stairs to exit through the lobby.

The requested Building Code variations are all in accordance with modern practice, and, as noted in supporting material submitted by the Trustees with Exhibit C of the amendatory application, meet the code requirements of many major cities. Similar variations were granted by the Authority in connection with the Prudential Center Project.

3. The remaining changes all relate to exhibits, including Exhibit E, a revised statement of amounts to be paid to the City in addition to the excise, which is in the form approved by the City Assessor and City Law Department subsequent to the original application; Exhibit F, a revised proposal contract with the City which has been worked out with the City Law Department and the City Public Works Department; a new Exhibit G, which is the proposed contract with the Authority and which has been refined since the original application and now provides for coordination of Fenway Urban Renewal Project improvements with the construction of the 121A Project; and new Exhibits H and I, reflecting the revised Sunday School plans.

The General Counsel of the Authority agrees that the amendments are minor, and are within the power of the Authority to approve without a further public hearing. Our design staff and transportation and engineering departments concur in the desirability of the changes.

I recommend approval, a suggested amendatory report and decision and a suggested vote being attached.